

compromise such loss without the consent of Mortgagor and to collect, receive and receipt for such proceeds in the name of Mortgagee and Mortgagor, and to endorse the Mortgagor's name upon any check in payment thereof. Mortgagee shall give written notice within a reasonable time to Mortgagor of any such adjustment, compromise or collection. The power granted hereby shall be deemed to be coupled with an interest and to be irrevocable. Such insurance proceeds, or any part thereof, may be applied by Mortgagee at its option toward payment of the Debt and any other obligations of the Mortgagor hereunder or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage, or other transfer of title to the premises in extinguishment of the Debt secured hereby, or any part thereof, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. In the event damages are paid or awarded for the taking of or injury to the Premises, whether such taking or injury be done under the power of eminent domain or otherwise, any and all such payments, awards and damages arising therefrom shall be paid to Mortgagee to be applied at the option of Mortgagee toward the satisfaction of the Debt or any obligation of the Mortgagor hereunder, whether or not said Debt be then due, and to principal or interest and last maturing installment at Mortgagee's sole option. Mortgagor hereby grants to Mortgagee the power, which power shall be deemed coupled with an interest, to file such claims (including filing claims in Mortgagor's name) and take such other actions as Mortgagee deems appropriate, with respect to any eminent domain, condemnation or similar proceedings, provided however, that Mortgagee shall have no obligation to do so.

9. The Mortgagor will promptly pay all taxes and assessments assessed or levied under or by virtue of any state, federal or municipal law or regulation which shall be levied on account of this mortgage or the Debt secured hereby or upon the interest of Mortgagee hereunder, provided, however, that in the event of the passage of any such law or regulation, the entire indebtedness secured by this mortgage shall thereupon become immediately due and payable at the option of Mortgagee. If Mortgagor fails to make such payments, Mortgagee may make such payments and any such payments so advanced by Mortgagee shall become a further lien upon the Premises, payable forthwith, with interest.

10. Without notice to or consent of the Mortgagor, the Mortgagee may extend or renew the Debt or any part thereof with or without an increased or decreased rate of interest, release one or more persons primarily or secondarily liable for the payment of the same, release any other collateral, mortgage or security securing the same, accept additional security, subordinate the lien or charge hereof or exercise or refuse to exercise forbearance of any kind and any such action shall in no way affect the enforceability of this mortgage or operate in any way to release, discharge, modify or change the original liability of Mortgagor hereunder. The Mortgagor